

C. P. Hill

AGREEMENT

BETWEEN

ST. JOSEPH LEAD COMPANY

AND

MINE LA MOTTE
CORPORATION

AND

LEAD WORKERS' LOCAL

No. 8-404

Affiliated With
OIL, CHEMICAL and ATOMIC
WORKERS INTERNATIONAL
UNION, AFL-CIO

MARCH 27, 1959

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AGREEMENT

This Agreement made and entered into this 27th day of March, 1959, by and between St. Joseph Lead Company and Mine La Motte Corporation of Bonne Terre, Missouri (hereinafter called the "Company") and Lead Workers' Local No. 8-404, affiliated with the Oil, Chemical and Atomic Workers International Union, AFL-CIO (hereinafter called the "Union").

Witnesseth:

ARTICLE I

Purpose

It is the intent and purpose of the parties hereto that this Agreement will promote and maintain harmonious and efficient relations between the Union, and the Company and its employees, and to set forth herein the agreement as to rates of pay, hours of work, and conditions of employment.

ARTICLE II

Recognition

The Company recognizes the Union as the sole and exclusive bargaining agent for all hourly paid production and maintenance employees of the Company's Southeast Missouri mining and milling operations as limited and defined by the certification of the National Labor Relations Board, dated February 28, 1952, in Case No. 14-RC-1750, which certification excludes foremen, shift foremen, diamond drill foremen, diamond bit setters, track foremen, underground maintenance foremen, mine safety men, pattern makers, construction foremen, chemists, assistant chemists, laboratory helpers, telephone operators, central office janitors, and assistant janitors, caretaker at General Manager's residence, guards, persons employed more than 50% of their working time as watchmen, professional employees, salaried employees, clerical and office employees and supervisors as defined in the Act, for the purpose of collective bargaining as to rates of pay, hours of work, and other conditions of employment. In addition the Company recognizes the Union as to its Indian Creek and Viburnum operations, subject to the same exclusions as above set forth.

ARTICLE III

Union Security and Check-off

Section 1. Maintenance of Membership—Any employee who is a member in good standing of the Union on or after the 30th day after the date of this Agreement, or who thereafter joins the Union during the term of this Agreement, shall remain a member of the Union in good standing as a condition of employment with the Company. For the purpose of this article, an employee shall be considered a member of the Union in good standing if he tenders the periodic dues and initiation fees uniformly required as a condition of membership.

Section 2. Check-off—Upon signed individual authorization cards from the employees, the Company shall deduct from the wages payable to each employee on the second pay day of each calendar month, and pay over to the Financial Secretary of the Union, as soon as possible following said pay day, the regular monthly membership dues of \$3.00 and the initiation fee, if any, in the amount of \$5.00, subject to the provisions of the check-off card hereinafter set forth. If an employee has no earnings on said pay day, his regular monthly dues will be deducted on the first pay day such employee has earnings within the calendar month.

If the Union requests any change in the amount or method of deduction of membership dues, this section shall be subject to revision by mutual agreement of the Company and the Union.

The Union agrees to release the Company and save the Company harmless from any liability whatsoever after the Company has made payment of money to the Financial Secretary of the Union.

The authorization card, above referred to, shall be in words and figures as follows:

AUTHORIZATION FOR CHECK-OFF OF UNION DUES

Date _____ 19__

To St. Joseph Lead Company
Bonne Terre, Missouri:

To Mine La Motte Corporation
Bonne Terre, Missouri:

I hereby assign to Local Union Number 8-404, Oil, Chemical and Atomic Workers, C.I.O., from any wages earned or to be earned by me as your employee, during each month while employed in the established bargaining unit, the sum of \$3.00 per month as my membership dues in said Union, and I authorize and direct the deduction of this amount each month from said wages and that the amount so deducted be remitted to the Financial Secretary of said Union.

I (do) (do not) hereby assign to Local 8-404, Oil, Chemical, and Atomic Workers the amount of \$5.00 for initiation fee in said union and I authorize and direct the deduction of this amount and that same be remitted to the Financial Secretary of said Union.

This assignment and authorization shall be irrevocable until one (1) year from the date appearing above, or until the termination date of the present collective bargaining agreement between the Company and the Union.

Social Security Number

Payroll Number

Plant

Employee's Signature

Employee's Address

Department

ARTICLE IV

Hours of Work, Overtime and Holidays

Section 1. The Payroll Week shall start at 7:00 a. m. Monday, and end at 7:00 a. m. the following Monday.

The normal working days shall be five (5) consecutive days Monday through Friday, provided, however, that employees working regularly as Pumpmen or relief Pumpmen, Switchboard Operators or relief Switchboard Operators, may be scheduled otherwise.

It is agreed that eight (8) hours shall constitute a day's work. It is further understood that this shall mean eight (8) hours from collar to collar for underground operations.

The provisions of this article shall apply solely as a basis for computing overtime and shall not be used as a guarantee for any number of hours of work per day or per week.

Section 2. Employees shall receive time and one-half (1½) for all work in excess of eight (8) hours in any twenty-four (24) hour period or forty (40) hours in any payroll week, whichever is greater. This shall not apply to regular short change of shifts which shall be paid at straight time. Neither shall this apply to employees who are working on jobs that have been subject to short change of shifts in the past. In no case shall the Company expand these classifications.

An employee shall not be laid off for the purpose of offsetting overtime previously worked.

Time worked in excess of eight (8) hours in any twenty-four (24) hour period, for the purpose of making up for a shift lost or trading shifts in any one payroll week, shall be paid at straight time provided it is done at the request of the employee or employees. Employees may be permitted to trade shifts, or make up lost shifts, provided that it is done within the same payroll week. In all cases approval must be obtained from the Foreman.

Any employee who works seven (7) days in any payroll week shall be paid double the regular rate for the seventh consecutive day worked.

Incentive earnings (contract, piecework, bonus) shall be included in the hourly earnings each week in computing overtime.

In no case will premium or overtime payments be duplicated or pyramided.

Section 3. An employee called out for emergency work shall be paid a bonus equal in amount to one (1) hour at the employee's regular hourly rate; in addition to the aforesaid bonus, such employee is also to be paid for at least one (1) hour's work even though he actually works less than one (1) hour, and he shall receive one (1) hour's pay for any portion of an hour worked beyond one (1) hour or more of call-out work.

This provision shall not apply in cases where an employee is requested to start work before his normal starting time, provided that he continues to work through his normal shift, and he is notified of such emergency work at least eight (8) hours before the time he is requested to report for work.

Section 4. The Company shall notify employees at least three (3) hours in advance in the event work is not available. If not notified, employees reporting on their regularly scheduled shifts, or on call by the Company, shall, in the event no work is available, be paid two (2) hours' pay at his base rate for each shift so reported. The Company shall not be liable under this section in the event conditions beyond the Company's control arise to make work unavailable when the employees report for work and the Company has had no reasonable opportunity to notify the employees not to report.

The Company shall not be liable under this section if an employee who has been absent from work reports for work without having first made arrangements with his Foreman to return to work.

Section 5. Overtime will be distributed as equally and fairly as possible among the employees of the department who are capable of performing the work required. Overtime records will be maintained and will be available to any employee or employees.

Section 6. The following days shall be designated as holidays:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Any work done on the above mentioned holidays shall be paid for at the rate of one and one-half times the regular rate.

Pay for time worked on holidays will be considered as separate premiums except that premiums shall not be pyramided.

A holiday falling on Sunday shall be observed on Monday, except for those employees required to work on the Sunday on which the holiday falls, however, both days shall not be considered as holidays for those employees who work both days.

Eligible employees shall be paid eight (8) hours pay at their base rate, as set forth in Appendix A of this Agreement, for each of the six (6) holidays named above. In addition, there shall also be paid for each of the six holidays named above an amount equal to the price of lead bonus paid for the 8-hour shift immediately preceding the holiday.

An employee shall be considered eligible for holiday pay purposes provided:

- (a) he has completed his probationary period;
- (b) he has worked all of his last scheduled shift prior to the holiday and all of his first scheduled shift after the holiday. However, if a holiday occurs while an employee is absent due to his illness, Company injury, jury duty, Union business, death in the immediate* family, approved leave of absence, or layoff, he will be paid only for that holiday which may fall within seven calendar days following his last day worked. Absences due to death in the immediate* family, or absences due to the illness or injury of the employee must be sup-

*Immediate family shall mean all the members of the immediate household, or any of the following relatives: Mother, Father, Daughter, Son, Mother-in-Law, Father-in-Law, Daughter-in-Law, Son-in-Law, Brother, Sister, Brother-in-Law, Sister-in-Law, Grandparents and Grandchildren.

ported by a doctor's statement and Union business must be supported by a letter from the Union, such letters or statements to be furnished upon request of the Company.

- (c) he has not failed or refused to work on the holiday if he is requested to do so; and
- (d) he is not on strike, disciplinary layoff or on the Company's inactive list.

A holiday not worked shall be considered as time worked in the computation of weekly overtime pay, if the holiday falls on any of the days Monday through Friday.

Should one of said holidays occur during an employee's vacation, holiday pay shall prevail, and the employee may, at his option, be granted an additional day of vacation.

If a holiday occurs during a week when an employee takes a full payroll week of vacation, it may, at the option of the employee, be considered as a day of vacation. If it occurs during a vacation period of less than a payroll week, it shall not be considered as a day of vacation.

ARTICLE V

Seniority

Section 1. Seniority shall be determined from service as shown by the Company records. The Company shall post in each department, within 30 days after the effective date of this Agreement, a list showing the names of all employees in that department or group, together with their property seniority dates. The respective departments and mine groups are shown under Section 13.

Any employee who objects to his seniority date, as shown on the list, may submit his objection in writing to the Company, not later than 15 days after the date of posting. If the Company does not accept the objection as valid and make the correction, the employee may require that the matter be submitted to the Grievance Procedure.

Section 2. Property seniority shall be the last date hired and shall be observed in the following manner:

When a vacancy occurs, and a replacement is needed, or when a new job is created in any department, the job shall be filled in the following order:

1. Employees who have been laid off or bumped from a job in the classification in the department in which the vacancy occurs shall have the option to return to the job in the order of their property seniority within ten (10) days after notification by the Company, provided they are capable of doing the work required. If any employee in the Extra Pool fails or refuses to return, he shall be considered as having quit. Any other employee who fails or refuses to return, loses his recall rights to any job in that job classification in that department.
2. The job shall be posted for a period of 7 consecutive calendar days. The job shall be awarded to the employee in the department or mining group with the most property seniority who is capable of performing the work required. If there is no qualified bidder within the department or group, then the bidder outside the department or group with the most property seniority who is capable of performing the work required, shall be awarded the job. If there is a dispute as to whether or not an employee is capable of doing the work required, and it is not settled in Steps 1 and 2 of the Grievance Procedure, this dispute shall be submitted to the Apprenticeship-Advancing Workers Committee for consideration and recommendation before the dispute is taken up in the 3rd step of the Grievance Procedure.
3. Employees in the Extra Pool who have been laid off from a job other than in the classification in the department in which the vacancy occurs shall be recalled in order of their property seniority provided they are capable of doing the work required.

When it is known that a replacement is not needed the Steward will be notified within 5 working days that the job

has been discontinued, and if it is not known whether or not the job is to be discontinued, the Steward will be so notified within 5 working days.

When a vacancy occurs and an employee has been assigned temporarily to the work in the vacant position, it is evidence that a replacement is needed and the job shall be posted.

Employees may withdraw from bids only during the posting period. To withdraw from a bid, the employee must sign Withdrawal Form 5724.

No employee will be considered eligible to bid on a job in his department of the same job classification which he occupies.

Notices of vacancies shall be posted at or adjacent to all locations where the employees receive their pay check. The posting shall include the job classification, the rate of pay, the unit or sub-department involved, the location of the job, as near as practicable, and any unusual facts relative to the job. Nothing herein shall prohibit the moving of an employee from one location to another, in his classification, within his department. Nothing herein shall be construed to mean that the location of the job, as posted, must be the same location as the location of the original vacancy.

In the event of reduction of forces in any classification in any department, the employees in that classification with the least property seniority shall be the first laid off. When a job is discontinued it shall be considered as a reduction of forces.

Section 3. When a temporary vacancy occurs due to sickness, injury or extended absence, and it can be determined that the vacancy will exist for a period in excess of 45 working days, such vacancy shall be posted as a temporary job. When the temporary job is filled by bid, the job vacated by the successful bidder shall be regarded as a permanent vacancy and filled according to Section 2. When the absent employee returns to work, the employee filling the temporary vacancy by bid shall be allowed to follow the bumping procedure.

All temporary jobs are subject to the provisions of the bumping procedure on either the seniority of the absent

permanent job holder or the seniority of the existing temporary job holder. When the employee bumping has more seniority than the absent permanent job holder, he shall be considered as having bumped the permanent job. When the employee bumping has less seniority than the absent permanent job holder, he shall be considered as having bumped the temporary job.

If the temporary vacancy becomes a permanent vacancy, the job shall be filled according to Section 2.

Section 4. An employee laid off or bumped shall, within 10 days following layoff, have the right to bump the lowest man in property seniority in any classification in any department, provided he is capable of doing the work required and is older in property seniority than the employee holding the job. When exercising the above option, the laid-off employee must be capable of doing the work required that is regularly performed by the individual employee being bumped, regardless of whether or not certain portions of his work are regarded as work normally performed in his job classification, if it is necessary for efficient operations.

Any employee who desires to bump outside his respective area shall be given a bumping card. This card must be presented to the Employment Office at Bonne Terre, Missouri, and shall give him the right to exercise his full bumping privileges as outlined above, however he must be older in property seniority than the holder of such job.

If, for any reason, he is unable to locate a job as provided for in this section, he shall be assigned to any work available in the Extra Pool, and he shall have the right to exercise his bumping privileges as provided in this Article at any time while he is carried in the Extra Pool. This does not prohibit an employee from refusing any such Extra Pool assignment.

Section 5. When, by reason of illness or injury, an employee becomes unable to perform his regular work, he shall be allowed to follow the procedure outlined in Section 4.

Section 6. In the event work becomes slack, the Company will consider spreading the work instead of laying off employees.

Section 7. When employees are to be trained in certain job classifications, it is agreed that the regular bidding procedure will be followed in selecting trainees.

The postings will state the job classification in which the employee is to be trained, the rate of pay, the qualifications, and, if necessary, the shift on which the employee must be working in order to receive training.

It is understood that this system of selecting trainees will in no way by-pass the regular bidding procedure when permanent jobs are to be filled.

When the regular bidding procedure has been followed and no capable men are available, and it is decided to train employees for the job, postings for trainees will be put up. The trainee will be paid the base rate of the job for which he is being trained. Successful bidders will be eligible for any bonus earned according to the terms of the bonus schedules now in effect.

Disputes concerning whether or not the trainee is receiving a proper share of bonus will be subject to the Grievance Procedure.

The Job Classifications for which training is required, that have been agreed to, are given below. This list of Job Classifications will be subject to amendment according to future requirements.

Mining Departments:

- 201 Development Driller
- 203 Operating Driller
- 212 Driver
- 214 Locomotive Engineer
- 218 Shift Extra Man
- 227 Skip Loader
- 228 Hoist Engineer
- 229 Hoist Engineer
- 233 Roofman (Drilling Experience Required)
- 241 Blacksmith
- 206 St. Joe Shovel Operator (Training to be obtained on Driver Job)
- 207 Joy Loader Operator (Training to be obtained on Driver Job)

Mechanical Departments:

- 447 Switchboard Operator
- 448 Switchboard Operator
- 449 Switchboard Operator
- 228 Hoist Engineer, Federal Surface No. 17

Milling Departments:

- 331 Flot Operator, Reclam, Plant, Leadwood
- 332 Flot Operator, Leadwood

Section 8. The bumping and bidding procedures provided in this Article do not apply to jobs in Shaft Sinking Operations.

Section 9. The parties agree to continue the present Apprenticeship Plan, and Advancing Workers Plan, supplementary to this Agreement.

Section 10. An employee assigned out of the Extra Pool to a Department for a period in excess of three (3) calendar months shall be considered in that department for the purpose of bidding, such jobs shall be posted after the three (3) month's period.

Section 11. New employees will be considered as probationary employees until they have worked 40 days. Employment may be terminated at any time during the probationary period because of not having proven satisfactory. Upon completion of the probationary period, employees shall be given seniority credit from the date they were hired.

Section 12. Seniority shall be broken for the following reasons:

- a. Quits.
- b. Discharge for proper cause.
- c. Failure to present bumping card at the Bonne Terre Employment Office within one (1) week after receiving bumping card.
- d. Failure, or inability, to pursue bumping rights within one year after the last day worked.

e. Fails to report for service within 15 days, or fails to submit an acceptable excuse, after notice has been sent by registered mail to his last known address, when being recalled after lay-off. A copy of the recall letter shall be furnished to the Union.

f. Retirement by the Company under the provisions of its Pension Plan.

Section 13. The departments for the purpose of this agreement are known as:

Surface Prospecting (Lead Belt Area)

Viburnum Surface Prospecting

U. G. Prospecting (M.L.M., I.C. and Viburnum excepted)

Bonne Terre Mine No. 1	}	Bonne Terre Mine Group
Bonne Terre Mine No. 2		
Bonne Terre Mine No. 3		

Leadwood Mine—Baker	}	Leadwood Mine Group
Leadwood Mine—South		
Leadwood Mine—North		
Leadwood Mine—Hunt		
Leadwood Mine—General		

Federal Mine—No. 5	}	Federal Mine Group
Federal Mine—No. 6		
Federal Mine—No. 8		
Federal Mine—No. 9		
Federal Mine—No. 10		
Federal Mine—No. 11		
Federal Mine—No. 12		
Federal Mine—Pim North		
Federal Mine—Pim South		
Federal Mine—National		
Federal Mine—No. 17		

Mine La Motte Mines (Includes U.G. Prosp.)

Indian Creek Mine (Includes U.G. Prosp.)

Viburnum Mine (Includes U.G. Prosp.)

Indian Creek (Surface)

Viburnum Surface

Bonne Terre Mill

Desloge Mill

Leadwood Mill

Federal Mill and Chat Field

Mine La Motte Mill

Bonne Terre Shops

Leadwood Shops (U.G.)

Federal Shops (Surface)

Federal Shops (U. G.)

National Shops

Mine La Motte Shops

Bonne Terre Yard

Federal Yard

All General and Central Office

Seniority of Samplers will apply to the Mill in which they are working.

ARTICLE VI

Grievance Procedure

Section 1. Any grievance or misunderstanding arising out of the interpretation or application of this agreement shall be taken up in the following manner:

Step 1—Between the aggrieved employee and his immediate foreman. Employee may, if he so desires, be accompanied by his Shop Steward. The Steward shall be given the opportunity of being present in adjustment of grievances in this step.

Step 2—If the grievance is not satisfactorily settled in Step 1, the Steward shall refer the grievance to the Chairman of the Grievance Committee, who shall notify the Company Grievance Representative. The Chairman of the Grievance Committee and the Company Grievance Representative shall put the grievance in writing, determine all the facts in the case, and shall assist in an effort to settle the grievance to the satisfaction of parties concerned.

Step 3—If the grievance is not satisfactorily settled in Step 2, it shall be taken up for settlement between the Grievance Committee of Local No. 8-404, and their International Representatives, and Representatives of the Company. Such meeting will be held promptly after request of the Grievance Committee, but will be arranged to the mutual convenience of the Union and the Company.

Step 4—If said parties fail to agree after the above steps have been taken, the matter shall, upon the request of either party, be submitted to arbitration in the following manner:

A representative of the Company and the Union shall meet and attempt to agree on an Arbitrator. If they are unable to choose an Arbitrator within five (5) days, either or both parties shall request the Federal Mediation and Conciliation Service to appoint the Arbitrator.

Section 2. The sole function of said Arbitrator shall be to interpret the meaning of the articles of this contract, and it shall in no way be construed that the Arbitrator shall have the power to add to, subtract from, or modify in any way the terms of this Agreement.

Each party shall bear its own expense pursuant to arbitration proceedings but shall share equally in any general expenses jointly incurred as a result of these proceedings.

Section 3. Grievances pertaining to discharge cases shall be taken up at once. Should it be found that any employee

has been discharged without just cause, he shall be immediately reinstated as of the date of his discharge without loss of compensation for time lost due to said discharge.

Section 4. No grievance shall be processed unless presented within fifteen (15) calendar days from date of occurrence.

No grievance shall be processed in Step 4 of Section 1 unless the Company has been notified within 60 days after the grievance has been processed in Step 3.

The Chairman of the Grievance Committee shall be paid for any time or expenses incurred while processing grievances, under Steps 1, 2 and 3. No employee shall be docked for time spent in processing grievances during working hours, under Steps 1 and 2. As far as practicable, all grievances will be heard during working hours.

ARTICLE VII

Vacations

Section 1. All employees covered by this Agreement shall be granted vacations with pay as follows:

After one year's service from last date hired..... 1 week

Thereafter vacations will be on a calendar year basis as follows:

2nd Year 1 week

3rd Year and each Year thereafter to and including

14th Year..... 2 weeks

15th Year and each Year thereafter..... 3 weeks

subject to the following provisions:

An employee leaving the service of the Company for any reason, except as hereinafter provided, shall receive a pro rata vacation based on the number of months he worked during the calendar year. If he dies, his estate will receive the pro rata vacation pay, if any is due. If death occurs after he has received vacation benefits for the year, no deduction will be made from his pay for the pro rata vacation not earned.

To qualify for vacation pay the following conditions must be met when the plant is on an operating week of five days.

1. The employee must work a minimum of 1,500 hours during the calendar year to draw full vacation pay. Employees who work less than 1,500 hours during the calendar year shall receive the proportion of vacation that their actual hours worked bears to 1,500 hours.
2. Absence due to illness, Company injury, jury duty, Union business, death in the immediate family*, or Company paid vacations, shall be counted as time worked for the purpose of computing 1,500 hours. Absence due to the above, in excess of 500 hours, shall not be counted as time worked for the purpose of this Article. In no case will any employee receive credit for the above absences until he has actually worked 500 hours.

To qualify for vacation pay the following conditions must be met when the plant is on an operating week other than five days:

1. The employee must work a minimum of 75% of the plant's scheduled hours of operation during the year to draw full vacation pay. Employees who work less than 75% of the plant's scheduled hours of operation during the year shall receive the proportion of vacation that their actual hours worked bears to the 75% requirement.
2. Absence due to his illness, Company injury, jury duty, Union business, death in the immediate* family, or Company paid vacation, shall be counted as time worked for the purpose of computing the 75% requirement. Absence due to the above, in excess of 25% of plant's scheduled hours of operation during the year, shall not be counted as time worked for the purpose of this Article. In no case will any employee receive credit for the above absences until he has actually worked 25% of the plant's scheduled hours of operation during the year.

Any employee may take his vacation before meeting the minimum hours worked requirement, but if he fails to meet

*See note following Section 6 of Article IV.

requirement during the calendar year, any excess he has been paid over that which he is entitled under the provisions of this Article will be deducted from his regular pay.

All absences due to illness, Company injury, or death in the Immediate* family, must be supported by a doctor's statement, and Union business must be supported by a letter from the Union to be counted as time worked. Such letters or statements to be furnished upon request of the Company.

No employee shall be entitled to more than one vacation in any calendar year. However, he can split his vacation if he so desires.

Section 2. Employees must take time off in order to receive vacation pay.

A week's vacation pay shall be the average weekly earnings of the ten (10) weeks preceding the first vacation period, regardless of the number of days of operation per week scheduled at the time the vacation is taken.

The vacation pay of any employee who desires to take a split vacation, meaning take one period at one time and other periods later, shall be based on the first ten (10) weeks' period and shall be used for all vacation periods.

An employee in the Extra Pool, or an employee who, due to his illness, Company injury, jury duty, Union business, death in the immediate* family or Company paid vacations, is not able to work full time during the ten weeks immediately preceding the vacation period shall be paid vacation pay at the average rate he established during the ten-week period.

However, absences due to his illness, Company injury, or death in the immediate* family must be supported by a doctor's statement, and Union business must be supported by a letter from the Union to be counted as time worked for the purpose of computing vacation pay. Such letters or statements to be furnished upon request of the Company.

*See note following Section 6 of Article IV.

Any employee who has been absent from work during the ten weeks immediately preceding the vacation period because of illness to members of his immediate household, related to the employee by blood or marriage, shall be allowed credit for the days so absent up to a maximum of five (5) for the purpose of computing his vacation pay.

Excusable absences for any reason may be considered as vacation time if requested by an employee, however, such employees must have accumulated at least 1 week before receiving vacation pay.

Employees who are recalled after layoff, or those returning from Military Service, shall, upon reinstatement, be entitled to receive a pro rata vacation, based on the number of months he worked during the calendar year. However, they must meet all the requirements of this Article on the same pro rata basis. Employees qualifying for a vacation under this paragraph shall not be required to take additional time off in order to receive vacation pay.

Employees who are retired in any year shall receive the full vacation benefits that would have been due them in that year had they not retired.

Section 3. Employees may draw vacation pay on last regular scheduled pay day preceding the start of vacation, by giving Company ten (10) days' notice.

Section 4. Time off for vacation during the regularly scheduled days of operation at the plant shall be considered as time worked in computation of weekly overtime pay. The provisions of this paragraph shall not be used to duplicate, pyramid or increase the vacation pay over or above the amount calculated according to Section 2, Paragraph 2.

Section 5. In order to insure the orderly operation of all the Departments, each eligible employee should, as soon as possible after the first of each calendar year, specify to the Foreman the vacation period he desires.

This does not prohibit an employee from requesting of his Foreman a different vacation period.

Vacations will, so far as possible, be granted at the time most desired by employees, with longer service employees being given preference.

ARTICLE VIII

Wages

Section 1. An employee who is temporarily placed on a higher rated job shall receive the rate for that job.

If temporarily placed on a lower single rated job during the employee's shift when substituting for another, outside his classification at the request of the Company, the employee receives his regular rate of pay for that shift. If bonus is involved, he may elect to take the rate of the job to which he is assigned. The provisions of this paragraph do not apply when a member of his crew is absent, in which event employee takes rate of pay for job to which assigned.

When an employee of a two-man mine crew is deprived of his regular job by removal of partner for substitution at request of Company, and when he is temporarily assigned to a lower rated job outside his classification for that shift, he receives his regular rate of pay for that shift.

When an employee's job is temporarily shut down for any reason or if he is temporarily placed on a lower single rated job to avoid the lay-off of the employee (except as provided in next preceding paragraph), or if it is done at the request of the employee, he shall be paid the rate of pay for the job to which he is assigned. The word "lay-off" in this paragraph is not to be construed as meaning the same as "lay-off" or "laid-off" as used in Article V, and the procedure as outlined therein shall not be followed.

An employee temporarily placed on a rate range job shall be paid at the rate he has, or can establish, in the rate range for that particular job classification.

Section 2. Any employee who is injured on the job to the extent that the Company Doctor determines the employee cannot return to work that same day shall be paid at his base rate, plus the Price of Lead Bonus, for the time lost from his scheduled shift that day. He will not be paid for any part of a scheduled shift lost because of the injury on any day other than the day of the accident. However, if the employee does not go to the doctor on the day of the injury because he was told by the Foreman that it would not be necessary to do

so and the employee at a later date reports to the Company doctor and loses part of a shift because the Company doctor determines that he can not return to work that day, he will be paid at his base rate, plus the Price of Lead Bonus, for the part of said shift so lost.

Any employee, who is not being paid compensation, and is sent to a St. Louis doctor for examination at the request of the Company, shall be paid for any time lost from work at his base rate plus the Price of Lead Bonus.

Section 3. All operations that work three (3) shifts in twenty-four hours shall be paid six cents (6¢) per hour in addition to the regular day shift wage for the evening shift, and ten cents (10¢) per hour in addition to the regular day shift wage for the night shift.

All operations that work two (2) shifts in twenty-four (24) hours shall be paid eight cents (8¢) per hour in addition to the regular day shift wage for the night shift.

Section 4. The agreed rates for classifications of jobs covered by this Agreement are shown in Appendix "A." The rates set forth in Appendix "A" shall be effective as of March 27, 1959.

Section 5. In addition to the wages as set forth in Appendix "A", the Company agrees to pay a Price of Lead Bonus as follows:

When the St. Joseph Lead Company's New York selling price of lead exceeds 11c, Price of Lead Bonus shall begin and shall be paid weekly according to the price during said week as follows:

11¢ to 12¢—30¢ per shift worked for each 1¢ above 11¢ up to and including 12¢

12¢ to 13¢—35¢ per shift worked for each 1¢ above 12¢ up to and including 13¢

13¢ to 15¢—40¢ per shift worked for each 1¢ above 13¢

TABLE

11¢ - 0	13¼¢ - 75¢
11¼¢ - 7½¢	13½¢ - 85¢
11½¢ - 15¢	13¾¢ - 95¢
11¾¢ - 22½¢	14¢ - 1.05
12¢ - 30¢	14¼¢ - 1.15
12¼¢ - 38¾¢	14½¢ - 1.25
12½¢ - 47½¢	14¾¢ - 1.35
12¾¢ - 56¼¢	15¢ - 1.45
13¢ - 65¢	

This plan shall be frozen at 15¢, that is, the payments under said plan shall not exceed \$1.45 per shift worked, regardless of the lead price increase above 15¢.

Section 6. Wage rates may be reopened for negotiations by either party upon 30 days' written notice to the other party.

ARTICLE IX Military Service

Section 1. An employee who is drafted for service under the Universal Military Training and Service Act, or who volunteers for service in the military or naval forces of the United States, shall, within 90 days after his honorable discharge from such service, be entitled to reinstatement as an employee in accordance with the Universal Military Training and Service Act.

Members of the National Guard or Reserve Corps shall be granted two weeks' leave of absence each year for training purposes, if so requested.

Section 2. Employees, who are members of veterans organizations, shall be granted time off to participate in military funerals. Pay shall be granted to not more than eight (8) in number in any such instance, and shall not exceed four (4) hours at their base rate, and shall be limited to only those who lose working time.

ARTICLE X Health and Safety

The Company will continue to provide reasonable safeguards for the health and safety of its employees.

The Union agrees to make every effort to induce all employees to report at once to the Company all conditions and practices that in their opinion are unsafe or unhealthy, wherever observed. The regular grievance form may be used for this purpose, sending one to the Foreman, one to the Union and one to the Division Manager of the Company.

ARTICLE XI General Provisions

Section 1. Employees having long service with the Company, who have become unable to handle heavy work to advantage, will be given preference to such light work as is available. Such employees will be assigned to work of this nature without following the bidding procedure.

Section 2. In the event that any new job classifications are established, or any present job classification discontinued, the Company will advise the Union before such changes are made. If the Union objects to the wage rate of any new job classification, same shall be subject only to the first 3 steps of the grievance procedure. If no agreement is reached, the Union may exercise its rights under Section 6 of Article VIII.

Present bonus schedules shall continue to be applied and paid by the Company the same as they are applied and paid as of the date of this agreement. When changes are made in bonus schedules or new schedules are put into effect, the employees affected will be notified at least 7 days in advance. If the Union objects to any such new or changed schedules, same shall be the subject of negotiations, but not subject to the provisions of Step 4, Section 1 and Section 2 of Article

VI. If no agreement is reached, the new or changed schedules shall remain in effect until the expiration of this Agreement.

Section 3. Employees on jobs outside the bargaining unit shall not perform production or maintenance work except during an emergency in operations, or for instruction and experiment, provided it will not cause loss of time to present employees or prevent the hiring of new employees.

Section 4. It is agreed that any employee who is on a job outside the bargaining unit may be returned to the bargaining unit and exercise his property seniority in the bargaining unit. In this case the employee is to be considered as laid off and exercise his seniority as outlined in Section 4 of Article V.

Section 5. Employees elected or appointed to a position in the Union or affiliated organizations will be granted a leave of absence for a period not to exceed the duration of this contract. This leave of absence may be extended by the mutual agreement of the parties. Employees on such leave of absence shall accumulate seniority but shall not accrue pension rights.

Section 6. Union notices may be posted on Union bulletin boards. All postings shall be made by stewards.

Section 7. It is agreed that all stope will be cleaned as far as practicable before moving the shovel from one stope to another. As far as practicable, mechanical loading equipment shall follow in rotation from stope to stope.

Section 8. Outside workmen receiving wages for doing work for the Company at the Company's Plants shall be paid not less than the prevailing wage scale at the Plants for the same work.

Section 9. It is agreed between the parties hereto that the Company's Pension Plan for Pay Roll Employees, in effect on the date of this Agreement, shall continue.

It is further understood and agreed that if anything herein contained conflicts with any provision or provisions of said Pension Plan, the provision or provisions of said Pension Plan shall prevail.

It is further understood and agreed that the Company will discuss with the Union any disagreement concerning the interpretation or application of said Pension Plan, and that this section is not subject to the provisions of Article VI of this Agreement.

Section 10. The Company will pay toward Blue Cross and Blue Shield coverage the cost of an individual membership.

ARTICLE XII

Saving Clause

If any term or provision of this Agreement is, at any time during the life of this Agreement, in conflict with any applicable Federal or State Law, such term or provision shall continue in effect only to the extent permitted by such Law. If, at any time thereafter, such term or provision is no longer in conflict with any Federal or State Law, such term or provision, as originally embodied in this Agreement, shall be restored in full force and effect. If any term or provision of this Agreement is or becomes invalid or unenforceable, such invalidity or unenforceability shall not affect or impair any other term or provision of this Agreement.

ARTICLE XIII

Term of Agreement

This Agreement shall be in force and effect from March 30, 1959, and shall remain in effect until April 1, 1961.

LOCAL 8-404, OIL, CHEMICAL AND ATOMIC
WORKERS, AFL-CIO

/s/ JAMES E. BOYER
President
/s/ VERNON L. CLEEK
/s/ CECIL W. REEDER
/s/ CLARENCE R. RHODES
/s/ CHAS. M. CONLEY
/s/ RALPH D. BAKER
International Representative

ST. JOSEPH LEAD COMPANY AND MINE LA MOTTE
CORPORATION

/s/ E. A. JONES
Division Manager

APPENDIX "A"

SCHEDULE OF PAYROLL JOB CLASSIFICATIONS AND RATES

NO.	JOB CLASSIFICATION TITLE	RATES	AUTHORIZED FOR	
			SEMO. DIV.	VIB. DIV.
PROSPECTING DEPARTMENT				
Surface Prospecting				
102	DD Operator	\$13.68	x	x
103	DD Operator Helper	12.57	x	x
104	Repairman	13.63	x	x
193	Truck Driver	12.87	x	x
190	Laborer	12.57	x	x

Underground Prospecting			AUTHORIZED FOR					
			B	L	F	M	W	V
151	DD	Operator	14.40	x	x	x		
152	DD	Operator Helper	14.34	x	x	x		
153	JH	Prospector	14.40	x	x	x		

MINING DEPARTMENTS

201	Development Driller	14.40	x	x	x	x	x	x
203	Operating Driller	14.40	x	x	x	x	x	x
204	Bay City Loader Operator	15.40				x		
206	St. Joe Shovel Operator	15.40	x	x	x	x		x
207	Joy Loader Operator (Operating)	15.40	x	x	x	x		
208	Conway Shovel Operator	14.40			x			
209	Air Shovel Operator	14.40	x	x	x			
210	Scraper Operator	14.40	x	x	x	x	x	x
212	Driver	14.34	x	x	x	x	x	x
214	Locomotive Engineer	14.40	x	x	x			
215	Rotary Dumpman	14.34	x	x	x			
216	Chuteman	14.34	x	x	x			x
217	Incline Hoist Engineer	14.34	x	x	x			

JOB CLASSIFICATION			AUTHORIZED FOR						
NO.	TITLE	RATES	B	L	F	M	W	V	
MINING DEPARTMENTS (Continued)									
218	Shift Extra Man	\$14.40	x	x	x	x	x	x	
219	Car Hooker	14.34	x	x	x				
222	Trackman	14.34	x	x	x	x			
223	Car Cleaner	14.34	x	x	x	x			
227	Skip Loader	14.40	x	x	x	x	x	x	
228	Hoist Engineer (BT, Lwd-12, & #23)	15.40	x	x					
229	Hoist Engineer	14.40	x	x	x	x	x	x	
232	Pumpman	14.34	x	x	x	x			
233	Roofman	14.40	x	x	x	x	x		
234	Incline Supplyman (Surface)	12.87			x				
235	Incline Supplyman (U.G.)	14.40							
236	Sampleman	14.34		x	x				
241	Mine Blacksmith	15.40	x			x			
246	Handyman	14.40	x	x	x	x	x		
251	DD Operator	14.40					x	x	
253	JH Prospector	14.40				x	x		
290	Surface Laborer	12.57		x	x				
295	Bulldozer Operator	14.40	x	x	x		x		
291	Underground Laborer	14.34	x	x	x	x	x	x	
299	Change Room Man	12.57	x	x	x	x			
18	Maintenance Man	14.40-15.40	x	x	x	x	x	x	
Shaft Sinking									
293	Truck Driver (Surface)	12.87						x	
271	Shaft Man	17.37						x	
272	Hoist Man	15.40						x	
MILLING DEPARTMENTS									
			B	L	D	F	M	W	
305	Crusher Man	13.69			x				
306	Crusher Man	13.63		x					
307	Crusher Man	13.34	x			x	x	x	
308	Crusher Helper	13.34		x					
309	Crusher Man (Sec.)	13.34				x			

JOB CLASSIFICATION			AUTHORIZED FOR						
NO.	TITLE	RATES	B	L	D	F	M	W	
MILLING DEPARTMENTS (Continued)									
310	Roll Floor Man	\$13.69	x						
313	Conveyor Man	13.34					x		
315	Screenman	13.16					x		
316	Screenman	13.34						x	
317	Top Floor Man	13.34		x					
322	Rod-Ballmill Man	13.69	x	x	x	x	x	x	
323	Rod-Ballmill Man Hpr	12.87	x				x		
324	Classifier Man	13.34					x		
325	Tableman	13.69	x	x	x	x	x		
326	Tableman Helper	12.87					x	x	
328	Basement Pumpman	13.69		x			x		
329	Basement Pumpman Helper	12.87					x		
331	Flot Operator (R.P.)	14.22		x					
332	Flot Man	14.22	x	x	x	x	x	x	
333	Flot Man Helper	13.34					x		
334	Conc Dryer Man	14.22	x	x	x	x	x	x	
337	Dryer Man Helper	13.34					x		
340	Tailings Disp. Man	13.16	x		x	x			
341	Tailings Disp. Man	12.87						x	
342	Concentrate Hauler	13.63							x
343	Concentrate Loader	14.22					x		
344	Oiler	12.87		x					
345	Chemical Mixer	13.34			x				
347	Chat Pumpman	13.16			x				
350	Head Repairman	15.69	x	x	x	x	x		
358	Chat Plant Operator	13.34			x				
390	Laborer	12.57	x	x	x	x	x	x	
391	Mill General Helper	13.34			x				
393	Truck Driver	12.87		x	x	x			
395	Tractor Driver	13.63	x	x	x				
396	Crane Operator	14.40		x	x				
397	Bridge Crane Operator	12.87		x					

JOB CLASSIFICATION			AUTHORIZED FOR					
NO.	TITLE	RATES	B	L	D	F	M	W
MILLING DEPARTMENTS (Continued)								
398	Crane Operator Helper	\$12.87			x			
399	Change Room Man	12.57				x		
12	Electrician	13.03-15.56		x	x	x		
13	Carpenter	13.03-15.56	x	x	x	x		
15	Repairman	13.03-15.56	x	x	x	x	x	x
22	Sampler	12.57-13.69	x	x	x	x	x	x
590	Laborer	12.57	x		x	x		
555	Crusherman	13.34	x					
556	Chat Plant Man	13.11			x			
557	Chat Plant Scraper Man	12.87		x				
567	Head Sampler	14.22	x	x	x	x	x	
595	Tractor Driver	13.63				x		
596	Crane Operator	14.40				x		
598	Crane Operator Helper	12.87				x		
MECHANICAL DEPARTMENTS								
			B	L	S	U	M	W
404	Blacksmith	15.40	x		x			
405	Blacksmith Helper, 1c	14.40	x		x			
406	Blacksmith Helper, 2c	12.87	x					
413	Shops Steel Man	12.87			x			
441	Mine Blacksmith	15.40		x		x		
442	Mine Blacksmith Helper, 1c	14.75		x		x		
443	Mine Blacksmith Helper, 2c	14.40		x		x		
447	Switchboard Operator	15.74		x				
448	Switchboard Operator	15.04			x			
449	Switchboard Operator	13.86	x					
450	Head Car Repairman	15.40		x		x		
451	Car Repairman	14.75		x		x		
490	Laborer (M. Shop)	12.57	x		x		x	x
491	Underground Laborer	14.34		x		x		

JOB CLASSIFICATION			AUTHORIZED FOR					
NO.	TITLE	RATES	B	L	S	U	M	W
MECHANICAL DEPARTMENTS (Continued)								
493	Truck Driver	\$12.87			x		x	x
497	Bridge Crane Operator	12.87	x					
10	Machinist	13.03-15.56	x	x	x	x	x	x
11	Welder	13.03-15.56	x	x	x	x	x	x
14	Shovel Mechanic	13.03-15.56				x		
16	Pipe Fitter	13.03-15.56	x					
19	Iron Worker	13.03-15.56	x	x				
20	Auto Mechanic	13.03-15.56			x			x
21	Loco. Mechanic	13.03-15.56		x		x		
31	Heavy Duty Equip. Mech.	13.03-15.56	x	x	x	x		
31	(Appr.) Heavy Duty Equip. Mech.	11.48-14.98	x	x	x	x		
50	Appr. Machinist	11.48-14.98	x	x	x	x	x	x
51	Appr. Welder	11.48-14.98	x	x	x	x		
54	Appr. Shovel Mech.	11.48-14.98				x		
59	Appr. Iron Worker	11.48-14.98	x	x				
60	Appr. Auto Mech.	11.48-14.98			x			
61	Appr. Loco. Mech.	11.48-14.98		x		x		
12	Electrician	13.03-15.56	x	x	x	x	x	x
52	Appr. Electrician	11.48-14.98	x	x	x	x	x	x
13	Carpenter	13.03-15.56	x	x	x		x	
53	Appr. Carpenter	11.48-14.98			x			
228	Hoist Engineer, #17	15.40			x			
232	Pumpman (# Rms.)	14.34			x			
160	Auto Mechanic	15.56					National	
161	Drill Mechanic	15.40					National	
162	Machinist	15.56					National	
163	Welder	15.56					National	

NO.	TITLE	RATES	AUTHORIZED FOR FED.
MECHANICAL DEPARTMENTS			
(Continued)			
190	Laborer	\$12.57	National
31	Hvy. Duty Equip. Mech.	15.56	National
31	(Appr.) Hvy. Duty Equip. Mech.	11.48-14.98	National

490	Laborer	\$12.57	x	x
493	Truck Driver	12.87	x	x
495	Tractor Driver	13.63	x	x
496	Crane Operator	14.40		x
498	Crane Operator Helper	12.87		x

Employees' Relations (Regular)		B	L	D	F	M	W
590	Laborer	12.57	x				x
13	Carpenter	13.03-15.56	x				
26	Painter	13.03-15.56	x				

531	Regular Man	12.57
532	Temporary Man	12.57
548	Switchboard Operator	15.04
10	Machinist	13.03-15.56
11	Welder	13.03-15.56
28	Sheet Metal Worker	13.03-15.56

503	Mail Car Driver	12.57	x	x	x
504	Janitor	12.57	x	x	x
599	Change Room Man	12.57			

504	Janitor	12.57	National
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